
SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Approval of Traffic Signal Maintenance and Compensation Agreement Amendment #1 Between the Florida Department of Transportation and Seminole County.

DEPARTMENT: Public Works

DIVISION: Traffic Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Melonie C. Barrington

EXT: 5676

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Traffic Signal Maintenance and Compensation Agreement Amendment #1 Between the Florida Department of Transportation and Seminole County.

County-wide

Melonie C. Barrington

BACKGROUND:

On September 27, 2002, Seminole County entered into a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT). This Agreement allows FDOT to reimburse the County for maintenance of their traffic signals as well as signals shared with the County. Amendment #1 will allow reimbursement for traffic signal control beacons, beginning FDOT fiscal year July 1, 2010 – June 30, 2011. Payment for intersection control beacons will be at 25% of the rate for full traffic signals.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the Traffic Signal Maintenance and Compensation Agreement Amendment #1 Between the Florida Department of Transportation and Seminole County.

ATTACHMENTS:

1. FDOT Traffic Signal Maintenance and Compensation Agreement - Amendment #1 - 2009
2. FDOT Traffic Signal Maintenance and Compensation Agreement - 2002

Additionally Reviewed By:

☒ County Attorney Review (David Shields)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT
Amendment #1

750-010-22A
TRAFFIC OPERATIONS
07/09
Amendment 1
Page 1 of 5

CONTRACT NO.	AM 625
FINANCIAL PROJECT NO.	413019-7-88-01
F.E.I.D. NO.	596000856098

Purpose:

Amend the original TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT previously entered into by both parties. Amendment #1 adds payment for maintenance and operation of intersection control beacons, beginning with the Department's fiscal year 2010-2011. Currently, traffic signals are compensated for and intersection control beacons are not. This Amendment provides that intersection control beacons will be paid for by the Department to the Maintaining Agency at the rate of 25% of that for full traffic signals. A modified Exhibit B is part of this Amendment and provides the Unit Rates for traffic signals (unchanged) and for intersection control beacons (new). All other provisions of the original Agreement remain unchanged.

Section 1 shall be removed and replaced in its entirety by the Section 1 provided below:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, modems, and communications interconnect), flashing school zone traffic control devices, intersection control beacons, warning beacons, illuminated street name signs, and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of full traffic signal locations and intersection control beacons as identified in Exhibit A. Warning beacons, emergency signals, and flashing school zone signals are not included. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement; the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

Section 6 shall be removed and replaced in its entirety by the Section 6 provided below:

6. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all existing traffic signals and intersection control beacons on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New signals and intersection control beacons added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department signals and intersection control beacons added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's signals and intersection control beacons in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the

information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

Section 14 shall be removed and replaced in its entirety by the Section 14 provided below:

14. The Maintaining Agency may be subject to inspections of traffic signals and traffic signal systems by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient traffic signal(s) or intersection control beacon(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

Seminole County _____, Florida
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: Noranne B. Downs

Title: _____

Title: District Secretary

Attest: _____
(Seal if Applicable)

Attest: _____

Reviewed:

Attorney Date

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR
FY 2010/2011

Effective Date: 7/1/2010 To: 6/30/2011

Maintaining Agency: **Seminole County**

[illegible]

Total Lump Sum	\$160,702.88
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I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of **\$160,702.88**.

Maintaining Agency	Date
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District Traffic Operations Engineer _____ Date _____

Seminole County
Exhibit A
Fiscal Year 2010/2011

Section	MP	SR No.	Intersection	Compensation (Yes or No)	Signal (TS) or Intersection Control Beacon (ICB)	FDOT FY Unit Rate (refer to Exhibit B)	Percent of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate x Percent)
75011.002	36.655	414	Rose Avenue	Yes	TS	\$2,622.00	50	\$1,311.00
77002	37.144	414	Eden Park Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77002	37.642	414	Magnolia Homes Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	0.263	15/600	Spartan Dr.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	0.738	15/600	Obrien Rd.	Yes	TS	\$2,622.00	67	\$1,756.74
77010	1.042	15/600	Lake of the Woods Blvd.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	1.265	15/600	Fire Station # 22	No	ES	\$2,622.00	0	\$0.00
77010	1.300	15/600	Prairie Lake Drive	No	TS	\$2,622.00	(50)	\$0.00
77010	1.554	15/600	Fernwood Blvd.	Yes	TS	\$2,622.00	67	\$1,756.74
77010	1.748	15/600	SR 436	Yes	TS	\$2,622.00	100	\$2,622.00
77010	3.386	15/600	Dogtrack Rd./Seminola Blvd.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	3.882	15/600	Laura St.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	4.510	15/600	SR 434	Yes	TS	\$2,622.00	100	\$2,622.00
77010	5.701	15/600	Raven Ave./Shepard Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	6.250	15/600	General Hutchinson Pkwy.	Yes	TS	\$2,622.00	67	\$1,756.74
77010	7.088	15/600	SR 419/CR 427 (west)	Yes	TS	\$2,622.00	75	\$1,966.50
77010	7.308	15/600	CR 427 (east)	Yes	TS	\$2,622.00	50	\$1,311.00
77010	8.141	15/600	County Home Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	8.447	15/600	Bargain Blvd. (Flea World)	Yes	TS	\$2,622.00	67	\$1,756.74
77010	8.566	15/600	N. Bush Blvd.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	8.912	15/600	Lake Minnie Dr./Collins Dr.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	9.346	15/600	Lake Mary Blvd.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	10.325	15/600	CR 427A (Airport Blvd.)	Yes	TS	\$2,622.00	50	\$1,311.00
77010	10.893	15/600	SR 417	Yes	TS	\$2,622.00	100	\$2,622.00
77010	11.646	15/600	SR 46 (east)/CR 46A (25th St.)	Yes	TS	\$2,622.00	75	\$1,966.50
77010	16.784	15/600	CR 15 (Upsala Rd.)	Yes	TS	\$2,622.00	67	\$1,756.74
77010	16.816	15/600	I-4 wb on-ramp/boat ramp(Monroe Rd)	Yes	TS	\$2,622.00	75	\$1,966.50
77020	0.187	US 441	Overland Rd.	Yes	TS	\$2,622.00	67	\$1,756.74
77030	0.863	46	Longwood Markham Rd./Wekiva Park Dr	No	TS	\$2,622.00	(50)	\$0.00
77030	3.475	46	CR 431 (Orange Ave.)	Yes	TS	\$2,622.00	50	\$1,311.00
77030	4.140	46	Lake Forrest Blvd.	Yes	TS	\$2,622.00	67	\$1,756.74
77030	4.397	46	International Parkway	Yes	TS	\$2,622.00	67	\$1,756.74
77030	4.783	46	Wayside Dr./N. Oregon St.	Yes	TS	\$2,622.00	50	\$1,311.00
77030	4.943	46	I-4 (WB off-ramp)/N.Oregon St.	Yes	TS	\$2,622.00	100	\$2,622.00
77030	5.060	46	I-4 (EB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77030	5.418	46	Rinehart Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77030	5.920	46	CR 15 (Upsala Rd.)	Yes	TS	\$2,622.00	50	\$1,311.00
77030	7.150	46	Airport Blvd. (realignment)/Bevier Rd	Yes	TS	\$2,622.00	50	\$1,311.00
77030	7.421	46	CR 427A (OLD Airport Blvd.)	Yes	TS	\$2,622.00	50	\$1,311.00
77040	2.614	46	Fire Station # 41	No	ES	\$2,622.00	0	\$0.00
77040	3.056	46	Beardall Ave.	Yes	ICB	\$2,622.00	50	\$328.00
77040	3.660	46	SR 415/Lake Mary Blvd	Yes	TS	\$2,622.00	50	\$1,311.00
77040	10.697	46	Fire Station # 42	No	ES	\$2,622.00	0	\$0.00

Seminole County
Exhibit A
Fiscal Year 2010/2011

Section	MP	SR No.	Intersection	Compensation (Yes or No)	Signal (TS) or Intersection Control Beacon (ICB)	FDOT FY Unit Rate (refer to Exhibit B)	Percent of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate x Percent)
77040	11.047	46	CR 426	Yes	TS	\$2,622.00	50	\$1,311.00
77060	0.226	426	Hall Rd./Howell Branch Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77060	0.000	426	Old Howell Branch Rd.	Yes	TS	\$2,622.00	67	\$1,756.74
77060	0.637	426	Trinity Prep School	Yes	TS	\$2,622.00	67	\$1,756.74
77060	1.162	426	Tuskawilla Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77060	1.417	426	Deep Lake Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77060	1.553	426	SR 417 (SB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77060	1.654	426	SR 417 (NB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77060	2.201	426	CR 425 (Dean Rd.)	Yes	TS	\$2,622.00	50	\$1,311.00
77060	2.500	426	Loma Vista Place/Via Loma Place	Yes	ICB	\$2,622.00	50	\$328.00
77060	2.739	426	Aloma Woods Blvd	Yes	TS	\$2,622.00	50	\$1,311.00
77060	3.955	426	Chapman Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77060	4.498	426	Slavia Rd.	Yes	TS	\$2,622.00	67	\$1,756.74
77060	5.073	426	Red Bug Lake Rd./Mitchell Hammock Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77060	6.992	426	SR 434/419	Yes	TS	\$2,622.00	100	\$2,622.00
77070	2.330	419	Layer Elementary School	Yes	TS	\$2,622.00	67	\$1,756.74
77070	6.911	419/434	SR 417 (SB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77070	7.020	419/434	SR 417 (NB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77070.002	0.174	419/434	Consolidated Services	Yes	TS	\$2,622.00	67	\$1,756.74
77070.002	1.334	419/434	Central Winds Park	No	TS	\$2,622.00	67	\$0.00
77070.002	2.02	419/434	Tuskawilla Rd	Yes	TS	\$2,622.00	50	\$1,311.00
77080	0.019	436	Line Drive	Yes	TS	\$2,622.00	67	\$1,756.74
77080	0.303	436	Balmy Beach Dr.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	0.650	436	Hunt Club Blvd.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	1.036	436	Bear Lk. Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	1.487	436	Post Lk. Pl./Forest Lk. Academy	Yes	TS	\$2,622.00	50	\$1,311.00
77080	1.754	436	Forest City Fire Station	No	ES	\$2,622.00	0	\$0.00
77080	1.840	436	Academy Dr./Lk. Brantley Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	2.082	436	Pearl Lk. Cswy./Willow Ave.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	2.593	436	SR 434	Yes	TS	\$2,622.00	100	\$2,622.00
77080	3.250	436	Orange Ave.	No	TS	\$2,622.00	(67)	\$0.00
77080	3.416	436	Weathersfield Ave.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	3.866	436	Lynchfield Ave./Frances Dr.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	3.987	436	Grace Blvd.	Yes	TS	\$2,622.00	100	\$2,622.00
77080	4.467	436	I-4 (WB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77080	4.554	436	I-4 (EB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77080	5.922	436	CR 427 south (Maitland Ave.)	Yes	TS	\$2,622.00	50	\$1,311.00
77080	7.148	436	Anchor Rd.	Yes	TS	\$2,622.00	67	\$1,756.74
77080	7.619	436	Plaza Ent. (Bed and Bath)	Yes	TS	\$2,622.00	50	\$1,311.00
77080	7.944	436	Fern Park Blvd.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	9.463	436	Lk. Howell Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	9.708	436	Lk. Howell Sq./Carmel-by-the-Lake	Yes	TS	\$2,622.00	50	\$1,311.00
77080	9.966	436	Lk. Howell Ln.	Yes	TS	\$2,622.00	50	\$1,311.00

Seminole County
Exhibit A
Fiscal Year 2010/2011

Section	MP	SR No.	Intersection	Compensation (Yes or No)	Signal (TS) or Intersection Control Beacon (ICB)	FDOT FY Unit Rate (refer to Exhibit B)	Percent of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate x Percent)
77080	10.505	436	Howell Branch Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77120	2.887	434	Sand Lake Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77120	3.559	434	Lk. Brantley Dr.	Yes	TS	\$2,622.00	50	\$1,311.00
77120	3.988	434	Wekiva Springs Ln./Manor Ave.	Yes	TS	\$2,622.00	50	\$1,311.00
77120	4.338	434	Gum St./Springs Blvd.	Yes	TS	\$2,622.00	50	\$1,311.00
77120	4.929	434	Markham Woods Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77120	5.122	434	I-4 (WB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77120	5.188	434	I-4 (EB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77120	5.325	434	Raymond Ave./Longwood Village	Yes	TS	\$2,622.00	50	\$1,311.00
77120	6.152	434	Tollgate Trail	Yes	TS	\$2,622.00	67	\$1,756.74
77120	6.323	434	Palm Springs Dr./Sheridan Ave.	Yes	TS	\$2,622.00	50	\$1,311.00
77120	7.868	434	CR 427 (Longwood Ave.)	Yes	TS	\$2,622.00	50	\$1,311.00
77120	9.376	434	Sun Shadow Dr./ Golf Terr Apts.	Yes	TS	\$2,622.00	50	\$1,311.00
77120	11.282	434	SR 419	Yes	TS	\$2,622.00	75	\$1,966.50
77120.001	0.030	434	SR 414 (Maitland Blvd.)	Yes	TS	\$2,622.00	100	\$2,622.00
77120.001	1.554	434	Orange Ave.	Yes	TS	\$2,622.00	50	\$1,311.00
77160	8.33	I-4	Lk. Mary (off-ramp EB)	Yes	TS	\$2,622.00	33	\$865.26
77160	8.33	I-4	Lk. Mary (off-ramp WB)	Yes	TS	\$2,622.00	33	\$865.26
77160	10.491	I-4	CR 46A (off-ramp EB)	Yes	TS	\$2,622.00	33	\$865.26
77160	10.491	I-4	CR 46A (off-ramp WB)	Yes	TS	\$2,622.00	33	\$865.26
77170	0.000	434	McCulloch Rd.	No	TS	\$2,622.00	50	\$0.00
77170	0.264	434	Palm Valley Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77170	1.008	434	Carrigan Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77170	2.025	434	Chapman Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77470	3.670	417	Red Bug Lake Rd (NB Ramp)	No	TS	\$2,622.00	33	\$0.00
77470	3.670	417	Red Bug Lake Rd (SB Ramp)	No	TS	\$2,622.00	33	\$0.00
77470	11.380	417	CR 427 (NB Ramp)	No	TS	\$2,622.00	33	\$0.00
77470	11.380	417	CR 427 (SB Ramp)	No	TS	\$2,622.00	33	\$0.00
77470	14.480	417	CR 46A (eb off)	No	TS	\$2,622.00	33	\$0.00
77470	14.480	417	CR 46A (wb off)	No	TS	\$2,622.00	33	\$0.00
77470	16.900	417	Rinehart Rd. (east)	No	TS	\$2,622.00	33	\$0.00
77470	16.900	417	Rinehart Rd. (west)	No	TS	\$2,622.00	33	\$0.00
77470	11.580	417	Lake Mary Blvd. (east)	No	TS	\$2,622.00	33	\$0.00
77470	11.580	417	Lake Mary Blvd. (west)	No	TS	\$2,622.00	33	\$0.00

\$160,702.88

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be: $\$2,622 \times (2/4) = \$1,311$

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be $\$675 \times (2/3) = \450

Unit Rates per 100% State Intersections

Traffic Signals:		Intersection Control Beacons:
FY 07-08	\$2,400	\$0
08-09	\$2,472	\$0
09-10	\$2,546	\$0
10-11	\$2,622	$0.25 \times \$2,622 = \656
11-12	\$2,701	$0.25 \times \$2,701 = \675
12-13	\$2,782	$0.25 \times \$2,782 = \696

Beginning with FY 07-08, the Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

CONTRACT NO. AM 625
FINANCIAL PROJECT NO. 41301978301
F.E.I.D. NO. F594000351003

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of Sept, 2002, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and Seminole County, Florida, a political subdivision of the State of Florida, herein called the "Maintaining Agency".

WITNESSETH:

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044, F.S. and 335.055, F.S., to enter into this Agreement; and

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street name signs, and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of full traffic signal locations as identified in Exhibit A. Flashing beacons, emergency signals, and school zone signals are not included. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

2. The Maintaining Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agrees with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs), and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

3. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Maintaining Agency.

4. The Maintaining Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, or special provisions. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and signal systems to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer and be contingent upon an engineering report or documentation of engineering judgment prepared by, or for, the Maintaining Agency in accordance with Section 1A.09, Engineering Study and Engineering Judgment, of the MUTCD, recommending such changes and signed and sealed by a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall send a signed/sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.

5. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file.

6. The Maintaining Agency and the Department shall develop the Exhibit A, which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all existing traffic signals on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New signals added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department signals added during previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's signals in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

7. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

8. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

9. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

10. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

11. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

12. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

13. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to

entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

14. The Maintaining Agency may be subject to inspections of traffic signals and traffic signal systems by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient traffic signal(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

15. The Maintaining Agency may enter into Agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such Agreements to the Department.

16. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

17. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

19. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

20. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties.

21. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

SEMINOLE COUNTY, FLORIDA

(Maintaining Agency)

By: [Signature]
(Authorized Signature)

Print/Type Name: DARYL G. McLAIN

Title: Chairman, Board of County Commissioners

Attest: [Signature]
MARYANNE MORSE (Seal if Applicable)
Clerk of the Circuit Court

REVIEWED:

[Signature] 8-23-2002
Attorney Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: [Signature]
(Authorized Signature)

Print/Type Name: George Gilhoolley

Title: Director of Operations

Attest: [Signature]

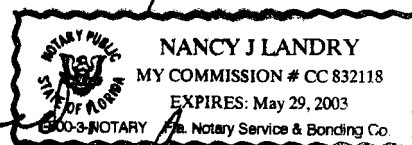




EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY

Effective Date: 07/01/02 To: 06/30/03

Maintaining Agency:

Intersection Locations	Compensation (Yes or No)	FDOT FY Unit Rate	Percent of State Approaches (Ex. 25, 33, 50, 75, or 100)	Total Amount (Unit Rate x Percent)
See attached sheets				

	Total Lump Sum	\$ 31,774.12
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I certify that the above traffic signals were maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of \$31,774.12.

Melanie Carrington 8/27/02
Maintaining Agency Date
By County Traffic Engineer

District Traffic Operations Engineer

Date

Traffic Signal Intersections Maintained and Operated by: Seminole County Traffic Engineering
Exhibit A

Section	MP	SR No.	Intersection	Agency	Conf.	%	fy 03	fy 04	fy 05	fy 06	fy 07
77002	37.144	414	Eden Park Rd.	Seminole County	x	50	\$259.00				
77002	37.642	414	Magnolia Homes Rd.	Seminole County	x	50	\$259.00				
77010	0.263	15/600	Spartan Dr.	Seminole County	x	50	\$259.00				
77010	0.738	15/600	Obrien Rd.	Seminole County	x	67	\$347.06				
77010	1.042	15/600	Lake of the Woods Blvd.	Seminole County	x	50	\$259.00				
77010	1.265	15/600	Fire Station # 22	Seminole County	ES	0	\$0.00				
77010	1.554	15/600	Fernwood Blvd.	Seminole County	x	67	\$347.06				
77010	1.748	15/600	SR 436	Seminole County	x	100	\$518.00				
77010	3.386	15/600	Dogtrack Rd./Seminola Blvd.	Seminole County	x	50	\$259.00				
77010	4.510	15/600	SR 434	Seminole County	x	100	\$518.00				
77010	5.701	15/600	Raven Ave./Shepard Rd.	Seminole County	x	50	\$259.00				
77010	6.250	15/600	General Hutchinson Pkwy.	Seminole County	x	67	\$347.06				
77010	7.088	15/600	SR 419/CR 427 (west)	Seminole County	x	75	\$388.50				
77010	7.308	15/600	CR 427 (east)	Seminole County	x	50	\$259.00				
77010	8.141	15/600	County Home Rd.	Seminole County	x	50	\$259.00				
77010	8.447	15/600	Bargain Blvd. (Flea World)	Seminole County	x	67	\$347.06				
77010	8.566	15/600	N. Bush Blvd.	Seminole County	x	50	\$259.00				
77010	9.346	15/600	Lake Mary Blvd.	Seminole County	x	50	\$259.00				
77010	10.325	15/600	CR 427A (Airport Blvd.)	Seminole County	x	50	\$259.00				
77010	10.893	15/600	SR 417	Seminole County	x	100	\$518.00				
77010	11.646	15/600	SR 46 (east)/CR 46A (25th St.)	Seminole County	x	75	\$388.50				
77010	16.784	15/600	CR 15 (Upsala Rd.)	Seminole County	x	67	\$347.06				
77010		15/600	Interstate 4 wb on-ramp/boat ramp	Seminole County	x	75	\$388.50				
77020	0.187	US 441	Overland Rd.	Seminole County	x	67	\$347.06				
77030	3.475	46	CR 431 (Orange Ave.)	Seminole County	x	50	\$259.00				
77030	4.140	46	Lake Forrest Blvd.	Seminole County	x	67	\$347.06				
77030		46	International Parkway	Seminole County	x	67	\$347.06				
77030	4.783	46	Wayside Dr./N. Oregon St.	Seminole County	x	50	\$259.00				
77030	4.943	46	I-4 (WB off-ramp)/N. Oregon St.	Seminole County	x	100	\$518.00				
77030	5.060	46	I-4 (EB off-ramp)	Seminole County	x	100	\$518.00				
77030	5.418	46	Rinehart Rd.	Seminole County	x	50	\$259.00				
77030	5.920	46	CR 15 (Upsala Rd.)	Seminole County	x	50	\$259.00				
77030	7.421	46	CR 427A (Airport Blvd.)	Seminole County	x	50	\$259.00				
77040	2.614	46	Fire Station # 41	Seminole County	ES	0	\$0.00				
77040	3.056	46	Beardall Ave.	Seminole County	FB	0	\$0.00				
77040	3.660	46	SR 415	Seminole County	x	67	\$347.06				
77040	10.697	46	Fire Station # 42	Seminole County	ES	0	\$0.00				

Seminole County

Traffic Signal Intersections Maintained and Operated by: Seminole County Traffic Engineering
Exhibit A

77040	11.047	46	CR 426	Seminole County	x	50	\$259.00				
77060	0.226	426	Hall Rd./Howell Branch Rd.	Seminole County	x	50	\$259.00				
77060		426	Old Howell Branch Rd.	Seminole County	x	67	\$347.06				
77060	0.637	426	Trinity Prep School	Seminole County	x	67	\$347.06				
77060	1.162	426	Tuskawilla Rd.	Seminole County	x	50	\$259.00				
77060	1.553	426	SR 417 (SB off-ramp)	Seminole County	x	100	\$518.00				
77060	1.654	426	SR 417 (NB off-ramp)	Seminole County	x	100	\$518.00				
77060	2.201	426	CR 425 (Dean Rd.)	Seminole County	x	50	\$259.00				
77060	2.739	426	Aloma Woods Blvd	Seminole County	x	50	\$259.00				
77060	3.955	426	Chapman Rd.	Seminole County	x	50	\$259.00				
77060	4.498	426	Slavia Rd.	Seminole County	x	67	\$347.06				
77060	5.073	426	Red Bug Lake Rd./Mitchell Hammock Rd.	Seminole County	x	50	\$259.00				
77060	6.992	426	SR 434/419	Seminole County	x	100	\$518.00				
77070	0.174	419/434	Consolidated Services	Seminole County	x	67	\$347.06				
77070	2.020	419/434	Tuskawilla Rd	Seminole County	x	50	\$259.00				
77070	6.911	419/434	SR 417 (SB off-ramp)	Seminole County	x	100	\$518.00				
77070	7.020	419/434	SR 417 (NB off-ramp)	Seminole County	x	100	\$518.00				
77080	0.303	436	Balmy Beach Dr.	Seminole County	x	50	\$259.00				
77080	0.650	436	Hunt Club Blvd.	Seminole County	x	50	\$259.00				
77080	1.036	436	Bear Lk. Rd.	Seminole County	x	50	\$259.00				
77080	1.487	436	Post Lk. Pl./Forest Lk. Academy	Seminole County	x	50	\$259.00				
77080	1.754	436	Forest City Fire Station	Seminole County	ES	0	\$0.00				
77080	1.840	436	Academy Dr./Lk. Brantley Rd.	Seminole County	x	50	\$259.00				
77080	2.082	436	Pearl Lk. Cswy./Willow Ave.	Seminole County	x	50	\$259.00				
77080	2.593	436	SR 434	Seminole County	x	100	\$518.00				
77080	3.416	436	Weathersfield Ave.	Seminole County	x	50	\$259.00				
77080	3.866	436	Lynchfield Ave./Frances Dr.	Seminole County	x	50	\$259.00				
77080		436	Grace Blvd.	Seminole County	x	100	\$518.00				
77080	4.467	436	I-4 (WB off-ramp)	Seminole County	x	100	\$518.00				
77080	4.554	436	I-4 (EB off-ramp)	Seminole County	x	100	\$518.00				
77080	5.922	436	CR 427 south (Maitland Ave.)	Seminole County	x	50	\$259.00				
77080	7.148	436	Anchor Rd.	Seminole County	x	67	\$347.06				
77080	7.619	436	Plaza Ent. (Bed and Bath)	Seminole County	x	50	\$259.00				
77080	7.944	436	Fern Park Blvd.	Seminole County	x	50	\$259.00				
77080	9.463	436	Lk. Howell Rd.	Seminole County	x	50	\$259.00				
77080	9.708	436	Lk. Howell Sq./Carmel-by-the-Lake	Seminole County	x	50	\$259.00				
77080	9.966	436	Lk. Howell Ln.	Seminole County	x	50	\$259.00				
77080	10.505	436	Howell Branch Rd.	Seminole County	x	50	\$259.00				
77120	0.030	434	SR 414 (Maitland Blvd.)	Seminole County	x	100	\$518.00				

Seminole County

Traffic Signal Intersections Maintained and Operated by: Seminole County Traffic Engineering
Exhibit A

77120	1.554	434	Orange Ave.	Seminole County	x	50	\$259.00				
77120	2.887	434	Sand Lake Rd.	Seminole County	x	50	\$259.00				
77120	3.559	434	Lk. Brantley Dr.	Seminole County	x	50	\$259.00				
77120	3.988	434	Wekiva Springs Ln./Manor Ave.	Seminole County	x	50	\$259.00				
77120	4.338	434	Gum St./Springs Blvd.	Seminole County	x	50	\$259.00				
77120	4.929	434	Markham Woods Rd.	Seminole County	x	50	\$259.00				
77120	5.122	434	I-4 (WB off-ramp)	Seminole County	x	100	\$518.00				
77120	5.188	434	I-4 (EB off-ramp)	Seminole County	x	100	\$518.00				
77120	5.325	434	Raymond Ave./Longwood Village	Seminole County	x	50	\$259.00				
77120	6.152	434	Tollgate Trail	Seminole County	x	67	\$347.06				
77120	6.323	434	Palm Springs Dr./Sheridan Ave.	Seminole County	x	50	\$259.00				
77120	7.868	434	CR 427 (Longwood Ave.)	Seminole County	x	50	\$259.00				
77120	9.376	434	Sun Shadow Dr./ Golf Terr Apts.	Seminole County	x	50	\$259.00				
77120	11.282	434	SR 419	Seminole County	x	75	\$388.50				
77120		434	Central Winds Park	Seminole County	x	67	\$347.06				
77160	10.491	I-4	CR 46A (off-ramp EB)	Seminole County	x	33	\$170.94				
77160	10.491	I-4	CR 46A (off-ramp WB)	Seminole County	x	33	\$170.94				
77160	8.330	I-4	Lk. Mary (off-ramp EB)	Seminole County	x	33	\$170.94				
77160	8.330	I-4	Lk. Mary (off-ramp WB)	Seminole County	x	33	\$170.94				
77170	0.000	434	McCulloch Rd.	Seminole County	x	50	\$259.00				
77170	2.025	434	Chapman Rd.	Seminole County	x	50	\$259.00				
77170	1.008	434	Carrigan Rd.	Seminole County	x	50	\$259.00				
77310	nm1	417	Red Bug Lake Rd (NB Ramp)	Seminole County	x	33	\$170.94				
77310	nm2	417	Red Bug Lake Rd (SB Ramp)	Seminole County	x	33	\$170.94				
77310	nm3	417	CR 427 (NB Ramp)	Seminole County	x	33	\$170.94				
77310	nm4	417	CR 427 (SB Ramp)	Seminole County	x	33	\$170.94				
77310		417	CR 46A (eb off)	Seminole County	x	33	\$170.94				
77310		417	CR 46A (wb off)	Seminole County	x	33	\$170.94				
77310		417	Rinehart Rd. (east)	Seminole County	x	33	\$170.94				
77310		417	Rinehart Rd. (west)	Seminole County	x	33	\$170.94				
77310		417	Lake Mary Blvd. (east)	Seminole County	x	33	\$170.94				
77310		417	Lake Mary Blvd. (west)	Seminole County	x	33	\$170.94				

\$31,774.12

Seminole County

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each Fiscal Year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the Percent of State Road Approaches to Total Approaches.

Example: For a intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount will be: $\$518 \times (2/4) = \259

Unit Rates per 100% State Intersections

FY 02-03	\$ 518
03-04	\$1,599
04-05	\$2,196
05-06	\$2,262
06-07	\$2,330

Beginning FY 07-08, the Unit Rate for each fiscal year will be 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable by the Department.